

1 SHELTON EISENBERG (SBN 100626)
seisenberg@sullivantriggs.com
2 ERIN E. McCracken (SBN 244523)
emccracken@sullivantriggs.com
3 Sullivan & Triggs, LLP
1230 Montana Avenue, Suite 201
4 Santa Monica, California 90403
Telephone: (310) 451-8300
5 Facsimile: (310) 451-8303

6 Attorneys for Defendant
BELKIN INTERNATIONAL, INC.
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12	LENORE MILEY, individually and on behalf of all others similarly situated,)	Case No.: 20STCV00033
13)	
14)	DEFENDANT BELKIN INTERNATIONAL,
15)	INC.'S RESPONSE TO PLAINTIFF'S
16)	AMENDED FIRST SET OF
17)	INTERROGATORIES
18)	
19)	Judge: Hon. Carolyn B. Kuhl
20)	Dept.: 12
21)	
22)	Complaint Filed: January 2, 2020

19 **Propounding Party:** Lenore Miley

20 **Responding Party:** Belkin International, Inc.

21 **Set No.:** One -- Amended

22 Pursuant to California Code of Civil Procedure § 2030.210, Belkin International, Inc.
23 ("Defendant") hereby responds to Plaintiff's Amended First Set of Interrogatories.

24 **PREFATORY STATEMENT**

25 These responses, while based on the diligent search and efforts by Defendant and its counsel,
26 reflect only the current state of Defendant's knowledge, understanding, and belief relating to the matters
27 about which inquiry has been made. Discovery and investigation are continuing. Defendant has not yet
28 completed his investigation of the facts relating to this action and may discover facts, information,

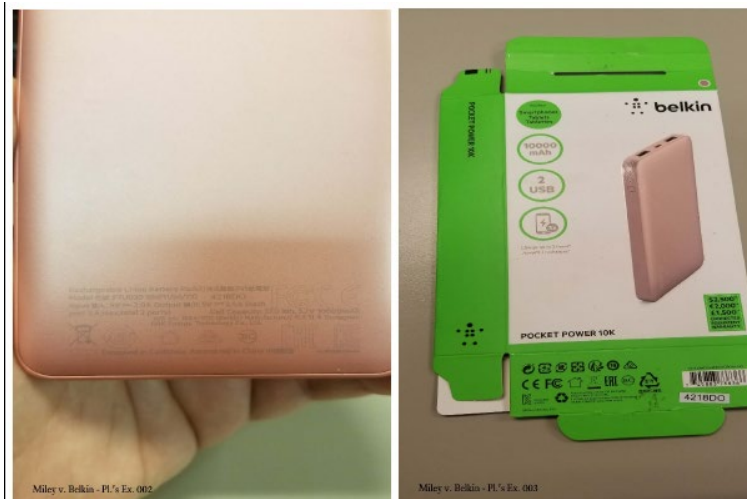
evidence, documents and things that are not set forth in these responses but which may be responsive. Accordingly, these responses are neither intended as, nor should in any way be deemed, an admission or representation that further information or documents do not exist. Defendant anticipates that as this action proceeds, further information or documents may be discovered and, without in any way obligating itself to do so, Defendant reserves the right to modify or supplement these responses, or to produce documents based on subsequently discovered matters.

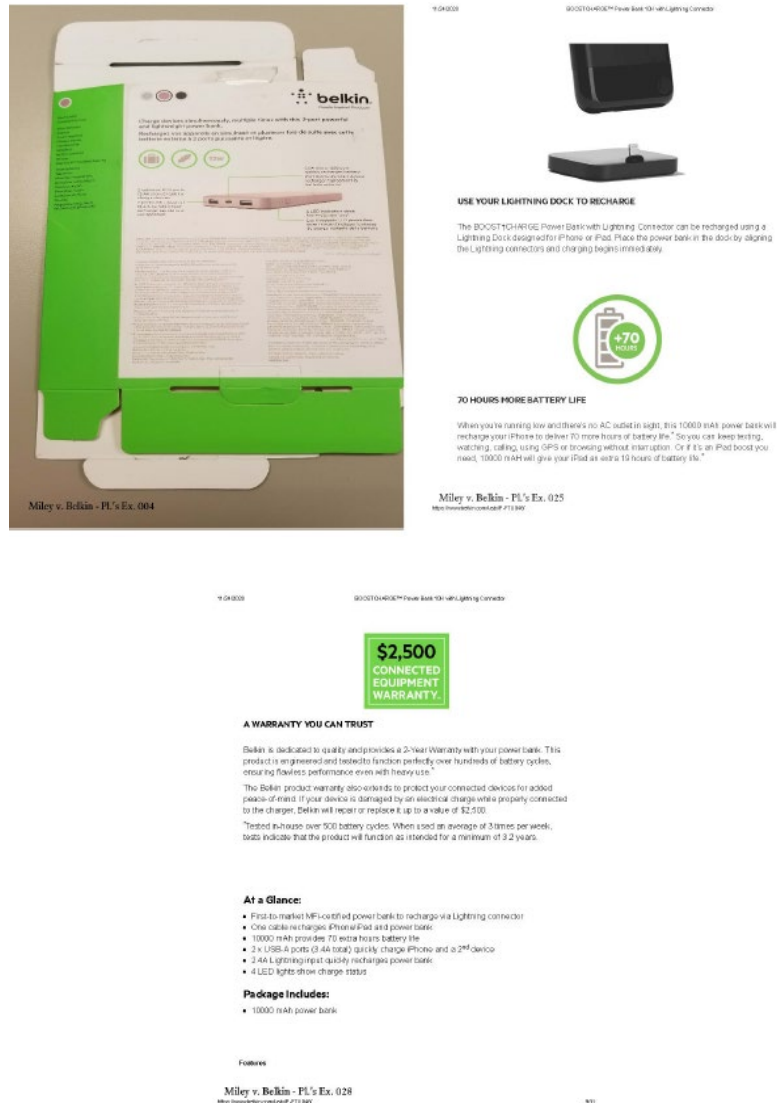
RESPONSES TO AMENDED SPECIAL INTERROGATORIES

AMENDED SPECIAL INTERROGATORY NO. 1:

Identify all POWER BANKS including their: name, model number, stock-keeping unit, general characteristics including STATED CAPACITY and OUTPUT ENERGY, and the first and last month in which the model was distributed to anyone by Belkin.

[As used here, a POWER BANK is any portable battery designed to be carried by a consumer and primarily intended to charge another battery-powered device carried by that consumer, including all “Pocket Power” brand models and “BOOST↑CHARGE” brand models. The “Pocket Power” brand includes, but is not limited to, the specific models 5000, 6600, 10000, 15000, and 20000; As used here, STATED CAPACITY means the amount of energy, measured in mAh, that Belkin represents is a measure of capacity, via any written representation concerning the POWER BANKS. These representations may be found on websites, packaging, labels and in advertisements (television, print and online). Examples of these mAh representations, found in Pl.’s Ex. 002-004, 025 and 028, are: “10000 mAh,” “10000mAh,” “10 000 mAh,” “10,000 mAh,” “Pocket Power 10K,” and “10K”





; As used here, OUTPUT ENERGY means energy measured in milliampere-hours, or mAh, that a portable electronic device can withdraw from a fully charged POWER BANK; The terms “Defendant,” “Belkin,” “you,” or “your,” means Belkin International, Inc. and, where indicated, its parent, subsidiary, related, and affiliated entities, and all its current and former officers, employees, directors, principals, owners, agents, independent contractors, representatives, accountants, predecessors, and successors.]

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 1:

Belkin objects to this Interrogatory to the extent it asks Belkin to identify “all” “Power Banks” “distributed” by Belkin. Based on the information collected by Belkin to date, it has sold 27 different “Power Banks” as defined by the Interrogatory. However, according to the allegations of the Complaint, Plaintiff purchased only one such product, and Plaintiff therefore does not have standing to pursue

1 claims with respect to the 26 products she did not purchase. As a result, the detailed discovery Plaintiff
 2 seeks on products that she did not purchase, and which therefore could not have caused her any loss or
 3 injury, is not itself admissible in evidence and does not appear to be reasonably calculated to lead to the
 4 discovery of admissible evidence on her individual claim. Moreover, “a proposed class representative
 5 may not seek to represent a class claim arising out of products she herself never purchased.” See e.g.,
 6 *Route v. Mead Johnson Nutrition Co.*, 2013 WL 658251 at *3 (C.D. Cal. Feb. 13, 2013). In any event,
 7 because the pending summary judgment motion is directed towards only Plaintiff’s individual claim,
 8 products that are not and cannot be the basis of Plaintiff’s claim are not relevant to Belkin’s defenses to
 9 that claim.

10 Belkin further objects to this Interrogatory to the extent its purported requirement of identifying
 11 and providing detailed information regarding 27 different products creates multiple and excessive sub-
 12 parts for many of the interrogatories in Plaintiff’s Amended First Set of Special Interrogatories in
 13 violation of California Code of Civil Procedure sections 2030.060(f) and 2030.030(b). In addition,
 14 Plaintiff’s request that Belkin provide answers about details on the packaging, advertising,
 15 specifications, labels, testing, test results, and other matters relating to 27 different products is
 16 unreasonably overbroad and unduly burdensome in the context of the allegations of the Complaint and
 17 the matters at issue.

18 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is
 19 vague, ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description
 20 of a product’s “mAh” (milliampere hours) as a “representation” of a “measure” of capacity as opposed
 21 to a statement of the product’s physical properties.

22 Subject to these objections, Belkin responds to this Interrogatory with respect to the specific
 23 product allegedly purchased by Plaintiff as follows:

24 According to the images reproduced in the Complaint, Plaintiff allegedly purchased a Pocket
 25 Power 10K with a model number of F7U020btC00 and a stock-keeping unit number of F7U020 (the
 26 “F7U020”). The reference to 10,000 mAh on the package of F7U020 means the amount of energy that
 27 can be stored in the Power Bank’s lithium polymer battery cells. The amount of OUTPUT ENERGY,
 28 as defined by this Interrogatory, provided by the F7U020 is unknowable in the abstract since it is

1 dependent on multiple variables including, but not limited to, the nature of the portable electronic
2 devices that are being charged, the age of the batteries in those portable devices, the cables being used to
3 connect the devices during charging, the temperature of the environment in which the F7U020 is being
4 used, and the age and amount of usage of the F7U020.

5 F7U020 was first made available for sale in approximately October 2017 and is still available for
6 purchase in the market although Belkin has no remaining internal stock.

7 **AMENDED SPECIAL INTERROGATORY NO. 2:**

8 For each POWER BANK, state the actual OUTPUT ENERGY a consumer will receive in
9 typical product usage.

10 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 2:**

11 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin
12 further objects to the phrase “typical product usage” on the grounds that it is inherently vague and
13 ambiguous. Subject to those objections, and as stated above in more detail, it is impossible to know or
14 describe “the actual OUTPUT ENERGY a consumer will receive in typical product usage” because of
15 the multiple variables that will affect the amount of OUTPUT ENERGY including, without limitation,
16 the operation and condition of the consumer’s device that is being charged. As a general matter, but
17 subject to the type of variability described above, a POWER BANK can output approximately 80% of
18 its stored energy.

19 **AMENDED SPECIAL INTERROGATORY NO. 3:**

20 What is the wholesale price of each POWER BANK?

21 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 3:**

22 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
23 these objections, the average wholesale price of F7U020 in the United States was \$19.39 in 2020.
24 Wholesale prices vary over time and depend on particular customer arrangements.

25 **AMENDED SPECIAL INTERROGATORY NO. 4:**

26 Did Belkin rely on any industry standards, industry trade association recommendations,
27 competitors’ trade practices, or similar factors outside of Belkin, when Belkin determined to publish
28 POWER BANK’s STATED CAPACITY on websites, rather than the OUTPUT ENERGY? If so, state

1 the name of the outside factor, the name of the Belkin PERSON relying on it, and the date of the
2 reliance.

3 [As used here, PERSON means any natural person or any business, legal, or governmental entity or
4 association and the officers, directors, employees, representatives, agents and attorneys thereof.]

5 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 4:**

6 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin
7 further objects to the Interrogatory on the grounds that it assumes there are “industry standards” on these
8 issues. Subject to those objections, because the OUTPUT ENERGY of a power bank such as the
9 F7U020 cannot be known or described with any specificity in the abstract, the general industry practice
10 of which Belkin is aware is to identify the size of a power bank by the amount of energy that can be
11 stored in the power bank’s lithium polymer battery cells. That is a figure that remains constant
12 notwithstanding the multiple variables that impact the OUTPUT ENERGY. In addition, the
13 International Air Transport Association publishes guidelines on the labeling of, among other things,
14 power banks using lithium battery cells. Published statements on the characteristics of Belkin products
15 are approved by Belkin’s Global Product Management department. The head of Global Product
16 Management at the time published statements for F7U020 would have been approved was Fred Gransee.

17 **AMENDED SPECIAL INTERROGATORY NO. 5:**

18 Did Belkin rely on any industry standards, industry trade association recommendations,
19 competitors’ trade practices, or similar factors outside of Belkin, when Belkin determined to publish
20 POWER BANK’s STATED CAPACITY on packaging and labels, rather than the OUTPUT ENERGY?
21 If so, state the name of the outside factor, the name of the Belkin PERSON relying on it, and the date of
22 the reliance.

23 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 5:**

24 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin
25 further objects to the Interrogatory on the grounds that it assumes there are industry standards on these
26 issues and is argumentative in basing the Interrogatory on the implied assumption that Belkin had an
27 obligation to publish a figure for OUTPUT ENERGY. Subject to those objections, because the
28 OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described with any

specificity in the abstract, the general industry practice of which Belkin is aware is to identify the size of a power bank by the amount of energy that can be stored in the power bank's lithium polymer battery cells. That is a figure that remains constant notwithstanding the multiple variables that impact the OUTPUT ENERGY. In addition, the International Air Transport Association publishes guidelines on the labeling of, among other things, power banks using lithium battery cells. Published statements on the characteristics of Belkin products are approved by Belkin's Global Product Management department. The head of Global Product Management at the time published statements for F7U020 would have been approved was Fred Gransee.

AMENDED SPECIAL INTERROGATORY NO. 6:

Did Belkin rely on any industry standards, industry trade association recommendations, competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish POWER BANK's STATED CAPACITY in advertisements (television, print and online), rather than the OUTPUT ENERGY? If so, state the name of the outside factor, the name of the Belkin PERSON relying on it, and the date of the reliance.

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 6:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin further objects to the Interrogatory on the grounds that it assumes there are industry standards on these issues and is argumentative in basing the Interrogatory on the implied assumption that Belkin had an obligation to publish a figure for OUTPUT ENERGY. Subject to those objections, because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described with any specificity, the general industry practice of which Belkin is aware is to identify the size of a power bank by the amount of energy that can be stored in the power bank's lithium polymer battery cells. That is a figure that remains constant notwithstanding the multiple variables that impact the OUTPUT ENERGY. In addition, the International Air Transport Association publishes guidelines on the labeling of, among other things, power banks using lithium battery cells. Published statements on the characteristics of Belkin products are approved by Belkin's Global Product Management department. The head of Global Product Management at the time published statements for F7U020 would have been approved was Fred Gransee.

1 **AMENDED SPECIAL INTERROGATORY NO. 7:**

2 Did Belkin rely on any industry standards, industry trade association recommendations,
3 competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish the
4 CHARGING STATEMENTS on websites? If so, state the name of the outside factor, the name of the
5 Belkin PERSON relying on it, and the date of the reliance.

6 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 7:**

7 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
8 those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar
9 factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020
10 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the
11 information published by Apple on the battery capacity of its iPhone 7. As stated above, published
12 statements on the characteristics of Belkin products are approved by Belkin's Global Product
13 Management department. The head of Global Product Management at the time published statements for
14 F7U020 would have been approved was Fred Gransee. That date is unknown.

15 **AMENDED SPECIAL INTERROGATORY NO. 8:**

16 Did Belkin rely on any industry standards, industry trade association recommendations,
17 competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish the
18 CHARGING STATEMENTS on packaging and labels? If so, state the name of the outside factor, the
19 name of the Belkin PERSON relying on it, and the date of the reliance.

20 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 8:**

21 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
22 those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar
23 factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020
24 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the
25 information published by Apple on the battery capacity of its iPhone 7. As stated above, published
26 statements on the characteristics of Belkin products are approved by Belkin's Global Product
27 Management department. The head of Global Product Management at the time published statements for
28 F7U020 would have been approved was Fred Gransee. That date is unknown.

AMENDED SPECIAL INTERROGATORY NO. 9:

Did Belkin rely on any industry standards, industry trade association recommendations, competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish the CHARGING STATEMENTS in advertisements (television, print and online)? If so, state the name of the outside factor, the name of the Belkin PERSON relying on it, and the date of the reliance.

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 9:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" for F7U020 was based in part on the information published by Apple on the battery capacity of its iPhone 7. As stated above, published statements on the characteristics of Belkin products are approved by Belkin's Global Product Management department. The head of Global Product Management at the time published statements for F7U020 would have been approved was Fred Gransee. That date is unknown.

AMENDED SPECIAL INTERROGATORY NO. 10

Has Belkin, or any agent of Belkin (e.g., market research firms, consultants) ever conducted an in-person focus group, online consumer survey, or other research that included consumer understanding of, or confusion with, POWER BANK STATED CAPACITY, OUTPUT ENERGY or CHARGING STATEMENTS? If so, identify the date and location of each, the name and address of the PERSON(S) who took part, conducted or analyzed the events, and describe any DOCUMENTS prepared for, during or after each event, including any report or analysis.

[As used here, the term DOCUMENTS means and refers to any writing within the meaning of Section 2031 of the California Code of Civil Procedure and includes all of the matters defined in Section 250 of the California Evidence Code, including but not limited to: anything in written form or that is a tangible recording or speech, sounds, pictures, words or symbols, however produced or reproduced, whether writings, papers, correspondence, memoranda, facsimile transmissions, electronic e-mail, notes, schedules, reports, compilations, computer printouts, computer disks, minutes or records of meetings, invoices, financial statements, financial calculations, diaries, jobs diaries, reports of telephone or other

1 conversations, calendars, appointment books, photographs, videotapes, films, motion pictures, tape
2 recordings, electronic media, and all other writings and recordings of any kind. The terms DOCUMENT
3 or DOCUMENTS also includes “Electronically Stored Information” as defined in Section 2016.020(e)
4 of the California Code of Civil Procedure, including information stored by computer or on a computer
5 disk, diskette, tape or card, as well as any electronic recording, tape recording, photograph, video file,
6 28 microfilm, or similar recording of words, images, sounds, pictures or information of any kind.]

7 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 10:**

8 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
9 these objections, Belkin responds as follows: No.

10 **AMENDED SPECIAL INTERROGATORY NO. 11:**

11 Identify all industry standards Belkin used or uses to determine what STATED CAPACITY
12 should be placed on websites.

13 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 11:**

14 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
15 those objections, because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be
16 known or described with any specificity, the general industry practice of which Belkin is aware is to
17 identify the size of a powers bank by the amount of energy that can be stored in the power bank’s
18 lithium polymer battery cells. Belkin is not aware of any such published industry standards. However,
19 the International Air Transport Association publishes guidelines on the labeling of, among other things,
20 power banks using lithium battery cells.

21 **AMENDED SPECIAL INTERROGATORY NO. 12:**

22 Identify all industry standards Belkin used or uses to determine what STATED CAPACITY
23 should be placed on packaging and labels.

24 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 12:**

25 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
26 those objections, because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be
27 known or described with any specificity, the general industry practice of which Belkin is aware is to
28 identify the size of a power bank by the amount of energy that can be stored in the power bank’s lithium

polymer battery cells. Belkin is not aware of any such published industry standards. However, the International Air Transport Association publishes guidelines on the labeling of, among other things, power banks using lithium battery cells.

AMENDED SPECIAL INTERROGATORY NO. 13:

Identify all industry standards Belkin used or uses to determine what STATED CAPACITY should be placed in advertisements (television, print and online).

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 13:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to those objections, because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described with any specificity, the general industry practice of which Belkin is aware is to identify the size of a power bank by the amount of energy that can be stored in the power bank's lithium polymer battery cells. Belkin is not aware of any such published industry standards. However, the International Air Transport Association publishes guidelines on the labeling of, among other things, power banks using lithium battery cells.

AMENDED SPECIAL INTERROGATORY NO. 14:

Pl.'s Ex. 001 shows the statement "Cell Capacity." What does this term mean?



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RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 14:

Cell Capacity refers to the amount of energy that can be stored in the product's lithium polymer battery cells.

AMENDED SPECIAL INTERROGATORY NO. 15:

Pl.'s Ex. 003 shows the value "10000 mAh." What does this value REFER to?



[As used herein, REFER or RELATE TO means referring to, constituting, compromising, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, discussing, or evaluating, directly or indirectly.]

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 15:

Belkin objects to the term "value" on the grounds it is vague and ambiguous. Subject to that objection, 10000 mAh refers to the amount of energy that can be stored in the Power Bank's lithium polymer battery cells.

AMENDED SPECIAL INTERROGATORY NO. 16:

With respect to each POWER BANK model, where on the packaging or in the manual or spec sheet does Belkin disclose that STATED CAPACITY—such as 10000 mAh—reflects a theoretical maximum mAh capacity, and not the actual OUTPUT ENERGY available to the consumer?

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RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 16:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to those objections and the further objection that the Interrogatory is argumentative and vague and ambiguous by positing that Belkin disclosed or was required to disclose a “theoretical maximum mAh capacity,” Belkin responds as follows: the term 10000 mAh on the package for F7U020 describes the physical property of the power bank’s lithium polymer battery cells in terms of the amount of energy that they can store. Because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described with any specificity, the package for F7U020 provides an example of the OUTPUT ENERGY that the product can provide by stating that the product can charge an iPhone 7 “up to 3 times” under a certain specified circumstance.

AMENDED SPECIAL INTERROGATORY NO. 17:

With respect to each POWER BANK, where on the packaging or in the manual or spec sheet does Belkin tell consumers how much of the STATED CAPACITY will be used by the POWER BANK itself in performing the POWER BANK’s functions?

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 17:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin further objects to the Interrogatory on the grounds that it is argumentative in basing the Interrogatory on the implied assumption that Belkin had an obligation to publish such a statement. Subject to those objections, Belkin makes no statements on the amount of energy stored in the product’s lithium polymer battery cells used by the power bank’s circuitry because that amount depends on multiple variable factors as discussed above in Response to Interrogatory No. 1.

AMENDED SPECIAL INTERROGATORY NO. 18:

With respect to each POWER BANK, where on the packaging or in the manual or spec sheet does Belkin disclose the OUTPUT ENERGY?

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 18:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin further objects to the Interrogatory on the grounds that it is argumentative in basing the Interrogatory on the implied assumption that Belkin had an obligation to publish such a statement. Subject to those

1 objections, it is impossible to know or describe the OUTPUT ENERGY any particular consumer will
 2 receive because of the multiple variables that will affect the amount of OUTPUT ENERGY including
 3 the operation of the consumer's device that is being charged. As a result, the package for F7U020
 4 provides an example of the OUTPUT ENERGY the product can provide by stating that the product can
 5 charge an iPhone 7 "up to 3 times" under a certain specified circumstance.

6 **AMENDED SPECIAL INTERROGATORY NO. 19:**

7 How can a reasonable consumer compute, based on the CHARGING STATEMENTS and/or the
 8 STATED CAPACITY, what a POWER BANK's true OUTPUT ENERGY is?

9 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 19:**

10 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Belkin
 11 further objects to this Interrogatory on the grounds it is argumentative by assuming that a reasonable
 12 consumer would want to make such a computation as opposed to knowing how many times she might be
 13 able to charge her phone on a single charge. Subject to those objections and the further objection that
 14 "true OUTPUT ENERGY" is argumentative and vague and ambiguous by suggesting there is one such
 15 figure when that is scientifically impossible, Belkin responds as follows: Neither a hypothetical
 16 reasonable consumer nor an electrical engineer can determine the OUTPUT ENERGY by knowing the
 17 amount of energy that can be stored by a power bank's lithium polymer battery cells and/or by having an
 18 approximation of the amount of charge that can be provided by the power bank in a particular
 19 circumstance.

20 **AMENDED SPECIAL INTERROGATORY NO. 20:**

21 Identify all statements on websites, packaging, labels and in advertisements (television, print and
 22 online) that explain the POWER BANK itself will consume a portion of the energy stored in the internal
 23 battery cells.

24 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 20:**

25 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
 26 those objections, Belkin publishes no statements explaining the electrical engineering operation of the
 27 internal circuitry of the F7U020.

28 / / /

AMENDED SPECIAL INTERROGATORY NO. 21:

Identify all statements on packaging and labels that explain the POWER BANK itself will consume a portion of the energy stored in the internal battery cells.

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 21:

This Interrogatory is duplicative of Amended Special Interrogatory No. 20. Please see the response to Amended Special Interrogatory No. 20 above.

AMENDED SPECIAL INTERROGATORY NO. 22:

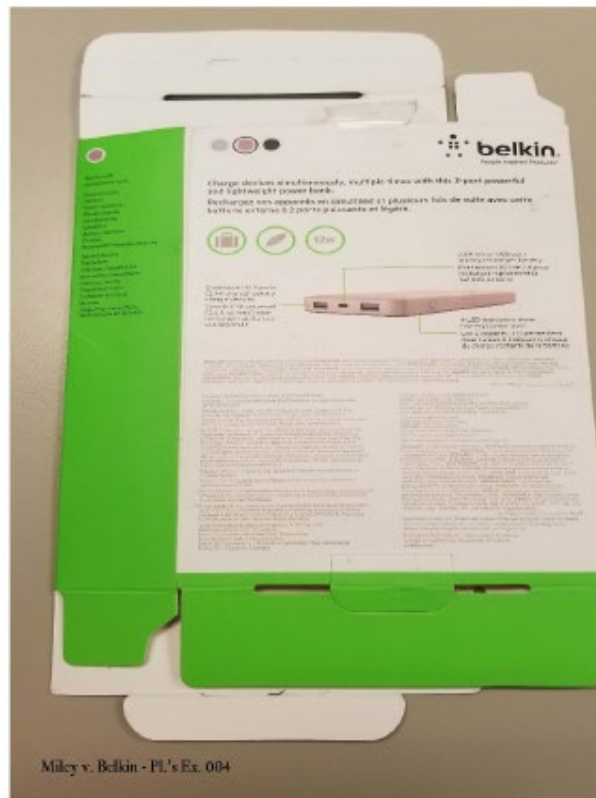
Identify all statements in advertisements (television, print and online) that explain the POWER BANK itself will consume a portion of the energy stored in the internal battery cells.

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 22:

This Interrogatory is duplicative of Amended Special Interrogatory No. 20. Please see the response to Amended Special Interrogatory No. 20 above.

AMENDED SPECIAL INTERROGATORY NO. 23:

Pl.'s Ex. 004 shows a CHARGING STATEMENT that REFERS to "the iPhone 7 (running iOS 10)." Why did Belkin use this model of phone for the basis of its statement?



Milky v. Belkin - PL's Ex. 004

1 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 23:**

2 Belkin is informed and believes that the iPhone 7 was one of the latest phone models in the
3 market during the period in which F7U020 was being developed by Belkin.

4 **AMENDED SPECIAL INTERROGATORY NO. 24:**

5 Other than the iPhone 7, what other portable electronic devices have been REFERRED to in
6 POWER BANK CHARGING STATEMENTS? Please indicate which POWER BANKS had
7 CHARGING STATEMENTS related to each portable electronic device.

8 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 24**

9 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1.

10 **AMENDED SPECIAL INTERROGATORY NO. 25:**

11 Did Belkin, or an agent of Belkin, ever run any product test to support its CHARGING
12 STATEMENTS? If so, state the date of the test, the names of all PERSONS designing or running the
13 test, the POWER BANK and the device charged or discharged used in the test, and the results.

14 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 25:**

15 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
16 those objections, the statement on F7U020 that it “Charges iPhone 7 (running IOS 10) up to 3 times on a
17 single charge” is supported by the rated capacity for its lithium polymer battery cells contained in the
18 test reports provided by Intertek Testing Services Taiwan Ltd. dated May 3, 2017.

19 **AMENDED SPECIAL INTERROGATORY NO. 26:**

20 Who specifically inside Belkin made the decision to print the CHARGING STATEMENTS on
21 websites, packaging, labels and in advertisements (television, print and online)?

22 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 26:**

23 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
24 those objections, published statements on the characteristics of Belkin products are approved by
25 Belkin’s Global Product Management department. The head of Global Product Management at the time
26 published statements for F7U020 would have been approved was Fred Gransee.

27 ///

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1 **AMENDED SPECIAL INTERROGATORY NO. 27:**

2 Who specifically inside Belkin made the decision to print the STATED CAPACITY on websites,
3 packaging, labels and in advertisements (television, print and online)?

4 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 27:**

5 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
6 those objections, published statements on the characteristics of Belkin products are approved by
7 Belkin's Global Product Management department. The head of Global Product Management at the time
8 published statements for F7U020 would have been approved was Fred Gransee.

9 **AMENDED SPECIAL INTERROGATORY NO. 28:**

10 Which departments or offices inside Belkin are responsible for the accuracy and truth of
11 CHARGING STATEMENTS on websites, packaging, labels and in advertisements (television, print and
12 online)?

13 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 28:**

14 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
15 those objections, published statements on the characteristics of Belkin products are approved by
16 Belkin's Global Product Management department. The head of Global Product Management at the time
17 published statements for F7U020 would have been approved was Fred Gransee.

18 **AMENDED SPECIAL INTERROGATORY NO. 29:**

19 Which departments or offices inside Belkin are responsible for the accuracy and truth of
20 STATED CAPACITY on websites, packaging, labels and in advertisements (television, print and
21 online)?

22 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 29:**

23 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
24 those objections, published statements on the characteristics of Belkin products are approved by
25 Belkin's Global Product Management department. The head of Global Product Management at the time
26 published statements for F7U020 would have been approved was Fred Gransee.

27 ///

28 ///

1 **AMENDED SPECIAL INTERROGATORY NO. 30:**

2 Describe all DOCUMENTS, including test results, industry standards, or other evidentiary
3 support Belkin relies on for the basis of the CHARGING STATEMENTS.

4 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 30:**

5 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
6 those objections, the statement on F7U020 that it “Charges iPhone 7 (running IOS 10) up to 3 times on a
7 single charge” is supported by the rated capacity for its lithium polymer battery cells contained in the
8 test reports provided by Intertek Testing Services Taiwan Ltd. dated May 3, 2017.

9 **AMENDED SPECIAL INTERROGATORY NO. 31:**

10 Describe all DOCUMENTS, including test results, industry standards, or other evidentiary
11 support Belkin relies on for the basis of the STATED CAPACITY.

12 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 31:**

13 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
14 those objections, Belkin relies on the specification provided by the manufacturer of the lithium battery
15 cell (Shenzhen DBK Electronics) entitled “Li-ion polymer battery specification” bearing a date of
16 March 17, 2017.

17 ///

18 ///

19 ///

AMENDED SPECIAL INTERROGATORY NO. 32:

In Pl.'s Ex. 003, the packaging says "Pocket Power 10K." Who specifically inside Belkin decided on the name "Pocket Power 10k"?



RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 32:

The Global Product Management department in conjunction with Belkin's Marketing team decided on the name of F7U020. Belkin does not have any information at this time on who specifically decided on that name although Fred Gransee was the head of Global Product Management at the time of the release of F7U020 and would have had to approve that name.

Date: January 27, 2021

Respectfully submitted,
SULLIVAN & TRIGGS, LLP

By:



Sheldon Eisenberg
Erin E. McCracken

Attorneys for Defendant
BELKIN INTERNATIONAL, INC.

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VERIFICATION

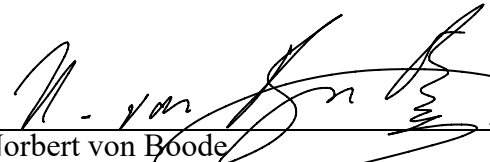
I, Norbert von Boode, declare:

I have read the foregoing **DEFENDANT BELKIN INTERNATIONAL, INC.'S RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF INTERROGATORIES** and know its contents. I am informed and believe that the matters therein stated are true and, on that ground, allege that the matters stated therein are true.

I am the Senior Product Manager for Belkin International, Inc. party to this action. I am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 27, 2021, at Los Angeles, California.



Norbert von Boode

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Sullivan & Triggs LLP, 1230 Montana Avenue, Suite 201, Santa Monica, California 90403.

On **January 27, 2021**, I served the foregoing document described as: **DEFENDANT BELKIN INTERNATIONAL, INC.'S RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF INTERROGATORIES** on the interested parties in this action as follows:

 X **By ELECTRONIC SERVICE** (I electronically served a true and correct copy of the foregoing document using the CASE ANYWHERE System which will send notification of such submission to counsel of record indicated on the attached service list.)

 By PERSONAL SERVICE

 by personally delivering such envelope to the addressee.

 by causing such envelope to be delivered by messenger to the office of the addressee.

 By UNITED STATES MAIL (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

 By OVERNIGHT DELIVERY (by causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

 X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **January 27, 2021**, at Santa Monica, California.

Sheila Anderson

Name

Sheila Anderson

Signature

Service List

Nathan M. Smith (Ca. Bar No. 255212)
 Nona Yegazarian (Ca. Bar No. 316458)
BROWN NERI SMITH & KHAN LLP
 11601 Wilshire Boulevard, Suite 2080
 Los Angeles, California 90025
 Phone: 310-593-9890
 Fax: 310-593-9980
 Email: nate@bnsklaw.com
 Email: nona@bnsklaw.com

D. Greg Blankinship
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP
 445 Hamilton Ave, Suite 605
 White Plains, NY 10601
 Phone: 914-298-3290
 Email: gblankinship@fbfglaw.com

William F. Cash
 Matthew D. Schultz
 Brenton J. Goodman
LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY &
PROCTOR, P.A.
 316 South Baylen Street, Suite 600
 Pensacola, FL 32502
 Phone: 850-435-7059
 Fax: 850-435-7020
 Email: bcash@levinlaw.com
 Email: mschultz@levinlaw.com
 Email: bgoodman@levinlaw.com

Attorneys for Plaintiff Lenore Miley

1 SHELTON EISENBERG (SBN 100626)
seisenberg@sullivantriggs.com
2 ERIN E. McCRACKEN (SBN 244523)
emccracken@sullivantriggs.com
3 Sullivan & Triggs, LLP
1230 Montana Avenue, Suite 201
4 Santa Monica, California 90403
Telephone: (310) 451-8300
5 Facsimile: (310) 451-8303

6 Attorneys for Defendant
BELKIN INTERNATIONAL, INC.
7
8
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 LENORE MILEY, individually and on behalf of) Case No.: 20STCV00033
all others similarly situated,)
13) **DEFENDANT BELKIN INTERNATIONAL,**
Plaintiff,) **INC.'S RESPONSE TO PLAINTIFF'S**
14 v.) **AMENDED FIRST SET OF REQUESTS FOR**
BELKIN INTERNATIONAL, INC.,) **ADMISSIONS**
15 Defendant.)
16 Judge: Hon. Carolyn B. Kuhl
17 Dept.: 12
18 Complaint Filed: January 2, 2020

19 **Propounding Party:** Lenore Miley

20 **Responding Party:** Belkin International, Inc.

21 **Set No.:** One -- Amended

22 Pursuant to California Code of Civil Procedure § 2033.220, Belkin International, Inc.
23 ("Defendant") hereby responds to Plaintiff's Amended First Set of Requests for Admission.

24 **PREFATORY STATEMENT**

25 These responses, while based on the diligent search and efforts by Defendant and its counsel,
26 reflect only the current state of Defendant's knowledge, understanding, and belief relating to the matters
27 about which inquiry has been made. Discovery and investigation are continuing. Defendant has not yet
28 completed his investigation of the facts relating to this action and may discover facts, information,

evidence, documents and things that are not set forth in these responses but which may be responsive. Accordingly, these responses are neither intended as, nor should in any way be deemed, an admission or representation that further information or documents do not exist. Defendant anticipates that as this action proceeds, further information or documents may be discovered and, without in any way obligating itself to do so, Defendant reserves the right to modify or supplement these responses, or to produce documents based on subsequently discovered matters.

RESPONSES TO AMENDED REQUESTS TO ADMISSIONS

AMENDED REQUEST NO. 1:

Admit that Pl.'s Ex. 001-002 appear to be photos of a POWER BANK, specifically, the Pocket Power 10000 model.

RESPONSE TO AMENDED REQUEST NO. 1:

Admitted.

AMENDED REQUEST NO. 2:

Admit that Pl.'s Ex. 003-004 appear to be photos of the packaging that was shipped with the Pocket Power 10000 model.

RESPONSE TO AMENDED REQUEST NO. 2:

Admitted.

AMENDED REQUEST NO. 3:

Admit that Pl.'s Ex. 005-014 and 020-029 are copies of websites that Belkin has published.

RESPONSE TO AMENDED REQUEST NO. 3:

Admitted that the referenced exhibits appear to pages from websites that Belkin has published.

AMENDED REQUEST NO. 4:

Admit that Pl.'s Ex. 015-016 are a copy of the letter Deputy General Counsel Anilisa Lunger, on behalf of Belkin, sent to Plaintiff's Counsel on August 5, 2019 regarding Plaintiff's "Notice and Demand for Corrective Action Dated June 7, 2019."

RESPONSE TO AMENDED REQUEST NO. 4:

Admitted.

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1 **AMENDED REQUEST NO. 5:**

2 Admit that Pl.'s Ex. 017-019 are a copy of the letter received by Belkin from Plaintiff's counsel
3 regarding "Notice and Demand for Corrective Action under Applicable Laws."

4 **RESPONSE TO AMENDED REQUEST NO. 5:**

5 Admitted.

6 **AMENDED REQUEST NO. 6:**

7 Admit that, taking into account the variation in sizes, the STATED CAPACITY numbers seen in
8 Pl.'s Ex. 003 and 004 are given in the same manner on all other POWER BANK models.

9 **RESPONSE TO AMENDED REQUEST NO. 6:**

10 Belkin objects to this Request to the extent it asks Belkin to respond with respect to "all other
11 Power Bank models" sold by Belkin. Based on the information collected by Belkin to date, it has sold
12 27 different "Power Banks." However, according to the allegations of the Complaint, Plaintiff
13 purchased only one such product, and Plaintiff therefore does not have standing to pursue claims with
14 respect to the 26 products she did not purchase. As a result, the detailed discovery Plaintiff seeks on
15 products that she did not purchase, and which therefore could not have caused her any loss or injury, is
16 not itself admissible in evidence and does not appear to be reasonably calculated to lead to the discovery
17 of admissible evidence on her individual claim. Moreover, "a proposed class representative may not
18 seek to represent a class claim arising out of products she herself never purchased." See e.g., *Route v.*
19 *Mead Johnson Nutrition Co.*, 2013 WL 658251 at *3 (C.D. Cal. Feb. 13, 2013). In any event, because
20 the pending summary judgment motion is directed towards only Plaintiff's individual claim, products
21 that are not and cannot be the basis of Plaintiff's claim are not relevant to Belkin's defenses to that
22 claim.

23 Belkin further objects to this Request to the extent it would require Belkin to provide a response
24 based on matters relating to 27 different products on the grounds that is unreasonably overbroad and
25 unduly burdensome in the context of the allegations of the Complaint and the matters at issue.

26 In addition, Belkin objects to Plaintiff's definition of STATED CAPACITY on the grounds that
27 it is vague, ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its
28 description of a product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity

as opposed to a statement of the product's physical properties. Belkin also objects to the phrase "in the same manner" on the grounds that it is vague and ambiguous.

Subject to these objections, Belkin responds as follows:

Belkin admits because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described with any specificity in the abstract, the general industry practice of which Belkin is aware (and in which it participates) is to identify the size of a power bank by the amount of energy that can be stored in the power bank's lithium polymer battery cells. Except as expressly admitted herein, the Request is denied.

AMENDED REQUEST NO. 7:

Admit that, other than the type of portable electronic device or actual numbers used, the CHARGING STATEMENTS seen in Pl.'s Ex. 003-004, 025 and 028 are similar to CHARGING STATEMENTS made for other POWER BANKS.

RESPONSE TO AMENDED REQUEST NO. 7:

Belkin incorporates herein the objections stated, to the extent applicable, in Response to Amended Request No. 9. Belkin further objects to this Request on the grounds that "are similar to" is vague and ambiguous and makes it impossible to provide an admission or denial.

AMENDED REQUEST NO. 8:

Admit that OUTPUT ENERGY is not equal to STATED CAPACITY.

RESPONSE TO AMENDED REQUEST NO. 8:

Belkin objects to Plaintiff's definition of STATED CAPACITY on the grounds that it is vague, ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a statement of the product's physical properties. Based on Belkin's objections set forth in Response to Amended Request No. 6, Belkin construes this Request as requiring a response with respect to F7U020.

Subject to these objections, Belkin admits that the reference to 10,000 mAh on the package of F7U020 means the amount of energy that can be stored in the Power Bank's lithium polymer battery cells. Belkin further admits that the amount of OUTPUT ENERGY, as defined by Plaintiff, provided by the F7U020 is unknowable in the abstract since it is dependent on multiple variables including, but

1 not limited to, the nature of the portable electronic devices that are being charged, the age of the
2 batteries in those portable devices, the cables being used to connect the devices during charging, the
3 temperature of the environment in which the F7U020 is being used, and the age and amount of usage of
4 the F7U020. Belkin further admits that as a general matter and subject to the multiple variables
5 described above, a power bank such as F7U020 can output approximately 80% of its stored energy.

6 **AMENDED REQUEST NO. 9:**

7 Admit that Belkin does not state the OUTPUT ENERGY on any Pocket Power 10K packaging.

8 **RESPONSE TO AMENDED REQUEST NO. 9:**

9 Subject to the objections set forth in Response to Amended Request No. 6, Belkin admits that
10 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
11 with any specificity in the abstract, the package for F7U020 provides an example of the OUTPUT
12 ENERGY the product can provide by stating that the product can charge an iPhone 7 “up to 3 times”
13 under a certain specified circumstance. Except as expressly admitted herein, the Request is denied.

14 **AMENDED REQUEST NO. 10:**

15 Admit that Belkin does not state the OUTPUT ENERGY on any Pocket Power 10K label.

16 **RESPONSE TO AMENDED REQUEST NO. 10:**

17 Subject to the objections set forth in Response to Amended Request No. 6, Belkin admits that
18 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
19 with any specificity in the abstract, Belkin’s published statements regarding F7U020 provide an example
20 of the OUTPUT ENERGY the product can provide by stating that the product can charge an iPhone 7
21 “up to 3 times” under a certain specified circumstance. Except as expressly admitted herein, the Request
22 is denied.

23 **AMENDED REQUEST NO. 11:**

24 Admit that Belkin does not state the OUTPUT ENERGY on any Pocket Power 10K advertising.

25 **RESPONSE TO AMENDED REQUEST NO. 11:**

26 Subject to the objections set forth in Response to Amended Request No. 6, Belkin admits that
27 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
28 with any specificity in the abstract, Belkin’s published statements regarding F7U020 provide an example

1 of the OUTPUT ENERGY the product can provide by stating that the product can charge an iPhone 7
2 “up to 3 times” under a certain specified circumstance. Except as expressly admitted herein, the Request
3 is denied.

4 **AMENDED REQUEST NO. 12:**

5 Admit that Belkin does not state the OUTPUT ENERGY on any POWER BANK’s packaging.

6 **RESPONSE TO AMENDED REQUEST NO. 12:**

7 Subject to the objections set forth in Response to Amended Request No. 6, Belkin admits that
8 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
9 with any specificity in the abstract, Belkin’s published statements regarding F7U020 provide an example
10 of the OUTPUT ENERGY the product can provide by stating that the product can charge an iPhone 7
11 “up to 3 times” under a certain specified circumstance. Except as expressly admitted herein, the Request
12 is denied.

13 **AMENDED REQUEST NO. 13:**

14 Admit that Belkin does not state the OUTPUT ENERGY on any POWER BANK’s labels.

15 **RESPONSE TO AMENDED REQUEST NO. 13:**

16 Subject to the objections set forth in Response to Amended Request No. 6, Belkin admits that
17 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
18 with any specificity in the abstract, Belkin’s published statements regarding F7U020 provide an example
19 of the OUTPUT ENERGY the product can provide by stating that the product can charge an iPhone 7
20 “up to 3 times” under a certain specified circumstance. Except as expressly admitted herein, the Request
21 is denied.

22 **AMENDED REQUEST NO. 14:**

23 Admit that Belkin does not state the OUTPUT ENERGY on any POWER BANK’s
24 advertisements.

25 **RESPONSE TO AMENDED REQUEST NO. 14:**

26 Subject to the objections set forth in Response to Amended Request No. 6, Belkin admits that
27 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
28 with any specificity in the abstract, Belkin’s published statements regarding F7U020 provide an example

of the OUTPUT ENERGY the product can provide by stating that the product can charge an iPhone 7 “up to 3 times” under a certain specified circumstance. Except as expressly admitted herein, the Request is denied.

AMENDED REQUEST NO. 15:

Admit that if a consumer expects to withdraw 10,000 mAh from a POWER BANK with a “10,000 mAh” STATED CAPACITY, that POWER BANK’s package does not tell the consumer this is impossible.

RESPONSE TO AMENDED REQUEST NO. 15:

Belkin objects to the definition of STATED CAPACITY for the reasons set forth in Response to Amended Request No. 6. Belkin also objects to this Request on the grounds that it posits a hypothetical situation without factual foundation and requires Belkin to speculate. Belkin further objects on the grounds that the language on the packaging of F7U020 is not in dispute, speaks for itself, and the Request is argumentative.

AMENDED REQUEST NO. 16:

Admit that nowhere on a POWER BANK’s packaging does it say that the STATED CAPACITY is higher than the available OUTPUT ENERGY.

RESPONSE TO AMENDED REQUEST NO. 16:

Belkin objects to the definition of STATED CAPACITY for the reasons set forth in Response to Amended Request No. 6. Belkin also objects to this Request on the grounds that the language on the packaging of F7U020 is not in dispute, speaks for itself, and the Request is argumentative.

Date: January 27, 2021

Respectfully submitted,
SULLIVAN & TRIGGS, LLP

By: _____


Sheldon Eisenberg
Erin E. McCracken

Attorneys for Defendant
BELKIN INTERNATIONAL, INC.

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VERIFICATION

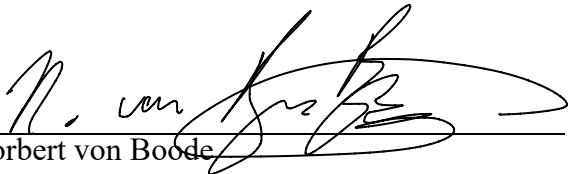
I, Norbert von Boode, declare:

I have read the foregoing **DEFENDANT BELKIN INTERNATIONAL, INC.’S RESPONSE TO PLAINTIFF’S AMENDED FIRST SET OF REQUESTS FOR ADMISSIONS** and know its contents. I am informed and believe that the matters therein stated are true and, on that ground, allege that the matters stated therein are true.

I am the Senior Product Manager for Belkin International, Inc. party to this action. I am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 27, 2021, at Los Angeles, California.



Norbert von Boode

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Sullivan & Triggs LLP, 1230 Montana Avenue, Suite 201, Santa Monica, California 90403.

On **January 27, 2021**, I served the foregoing document described as: **DEFENDANT BELKIN INTERNATIONAL, INC.'S RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF REQUESTS FOR ADMISSIONS** on the interested parties in this action as follows:

 X **By ELECTRONIC SERVICE** (I electronically served a true and correct copy of the foregoing document using the CASE ANYWHERE System which will send notification of such submission to counsel of record indicated on the attached service list.)

 By PERSONAL SERVICE

 by personally delivering such envelope to the addressee.

 by causing such envelope to be delivered by messenger to the office of the addressee.

 By UNITED STATES MAIL (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

 By OVERNIGHT DELIVERY (by causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

 X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **January 27, 2021**, at Santa Monica, California.

Sheila Anderson

Name

Sheila Anderson

Signature

Service List

Nathan M. Smith (Ca. Bar No. 255212)
 Nona Yegazarian (Ca. Bar No. 316458)
BROWN NERI SMITH & KHAN LLP
 11601 Wilshire Boulevard, Suite 2080
 Los Angeles, California 90025
 Phone: 310-593-9890
 Fax: 310-593-9980
 Email: nate@bnsklaw.com
 Email: nona@bnsklaw.com

D. Greg Blankinship
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP
 445 Hamilton Ave, Suite 605
 White Plains, NY 10601
 Phone: 914-298-3290
 Email: gblankinship@fbfglaw.com

William F. Cash
 Matthew D. Schultz
 Brenton J. Goodman
LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY &
PROCTOR, P.A.
 316 South Baylen Street, Suite 600
 Pensacola, FL 32502
 Phone: 850-435-7059
 Fax: 850-435-7020
 Email: bcash@levinlaw.com
 Email: mschultz@levinlaw.com
 Email: bgoodman@levinlaw.com

Attorneys for Plaintiff Lenore Miley

1 SHELTON EISENBERG (SBN 100626)
seisenberg@sullivantriggs.com
2 ERIN E. McCRACKEN (SBN 244523)
emccracken@sullivantriggs.com
3 Sullivan & Triggs, LLP
1230 Montana Avenue, Suite 201
4 Santa Monica, California 90403
Telephone: (310) 451-8300
5 Facsimile: (310) 451-8303

6 Attorneys for Defendant
BELKIN INTERNATIONAL, INC.
7
8
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 LENORE MILEY, individually and on behalf of
all others similarly situated,

13 Plaintiff,

14 v.

BELKIN INTERNATIONAL, INC.,

15 Defendant.

) Case No.: 20STCV00033

) **DEFENDANT BELKIN INTERNATIONAL,**
) **INC.'S RESPONSE TO PLAINTIFF'S**
) **AMENDED FIRST SET OF REQUESTS FOR**
) **PRODUCTION OF DOCUMENTS**

) Judge: Hon. Carolyn B. Kuhl
) Dept.: 12

) Complaint Filed: January 2, 2020
)
18

19 **Propounding Party:** Lenore Miley

20 **Responding Party:** Belkin International, Inc.

21 **Set No.:** One -- Amended

22 Pursuant to California Code of Civil Procedure § 2031.210, Belkin International, Inc.
23 ("Defendant") hereby responds to Plaintiff's Amended First Set of Requests for Production of
24 Documents.

25 **PREFATORY STATEMENT**

26 These responses, while based on the diligent search and efforts by Defendant and its counsel,
27 reflect only the current state of Defendant's knowledge, understanding, and belief relating to the matters
28 about which inquiry has been made. Discovery and investigation are continuing. Defendant has not yet

1 completed its investigation of the facts relating to this action and may discover facts, information,
 2 evidence, documents and things that are not set forth in these responses but which may be responsive.
 3 Accordingly, these responses are neither intended as, nor should in any way be deemed, an admission or
 4 representation that further information or documents do not exist. Defendant anticipates that as this
 5 action proceeds, further information or documents may be discovered and, without in any way
 6 obligating itself to do so, Defendant reserves the right to modify or supplement these responses, or to
 7 produce documents based on subsequently discovered matters.

8 **RESPONSES TO AMENDED REQUESTS**

9 **AMENDED REQUEST NO. 1:**

10 Organizational charts that identify the Belkin departments and employees who have
 11 responsibility for labeling, marketing, designing, testing, and manufacturing POWER BANKS.

12 **RESPONSE TO AMENDED REQUEST NO. 1:**

13 Without waiving any objections on the purported scope of Plaintiff's First Set of Requests for
 14 Production of Documents, Belkin will produce organizational charts sufficient to identify the Belkin
 15 departments and employees who have responsibility for, to the extent applicable, labeling, marketing,
 16 designing, testing, and manufacturing Belkin power bank products.

17 **AMENDED REQUEST NO. 2:**

18 DOCUMENTS sufficient to establish the name, stock-keeping unit, and product characteristics
 19 of each POWER BANK.

20 **RESPONSE TO AMENDED REQUEST NO. 2:**

21 Belkin objects to this Request to the extent it appears to ask Belkin to produce documents
 22 relating to "each" "Power Bank" sold by Belkin. Based on the information collected by Belkin to date,
 23 it has sold 27 different "Power Banks." However, according to the allegations of the Complaint,
 24 Plaintiff purchased only one such product, and Plaintiff therefore does not have standing to pursue
 25 claims with respect to the 26 products she did not purchase. As a result, the detailed discovery Plaintiff
 26 seeks on products that she did not purchase, and which therefore could not have caused her any loss or
 27 injury, is not itself admissible in evidence and does not appear to be reasonably calculated to lead to the
 28 discovery of admissible evidence on her individual claim. Moreover, "a proposed class representative

1 may not seek to represent a class claim arising out of products she herself never purchased.” See e.g.,
 2 *Route v. Mead Johnson Nutrition Co.*, 2013 WL 658251 at *3 (C.D. Cal. Feb. 13, 2013). In any event,
 3 because the pending summary judgment motion is directed towards only Plaintiff’s individual claim,
 4 products that are not and cannot be the basis of Plaintiff’s claim are not relevant to Belkin’s defenses to
 5 that claim.

6 Belkin further objects to the Request on the grounds that requiring Belkin to produce materials
 7 relating to the characteristics of 26 different products not properly at issue in this case given the
 8 allegations of the Complaint is unreasonably overbroad and unduly burdensome.

9 Subject to these objections, Belkin will produce the requested documents in its possession,
 10 custody, and control with respect to the power bank product allegedly purchased by Plaintiff based on
 11 the allegations of the Complaint and the images reproduced therein (hereinafter referred to as
 12 “F7U020”—the product’s stock-keeping unit number).

13 **AMENDED REQUEST NO. 3:**

14 Results of all tests performed that substantiate the CHARGING STATEMENTS.

15 **RESPONSE TO AMENDED REQUEST NO. 3:**

16 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
 17 Belkin further objects to this Request on the grounds that the defined term “CHARGING
 18 STATEMENTS” is vague and ambiguous to extent that definition incorporates the clause “how the
 19 POWER BANK charge can affect the portable electronic device’s charge.” Belkin also objects to the
 20 extent it purports to require the production of test results that support the “Charging Statements” that are
 21 not in the possession, custody, or control of Belkin.

22 Subject to these objections, Belkin will produce reports of tests performed by Belkin with respect
 23 to F7U020 that are in its possession, custody, or control.

24 **AMENDED REQUEST NO. 4:**

25 All DOCUMENTS concerning tests performed that substantiate the CHARGING
 26 STATEMENTS, such as correspondence of emails stating that tests should be performed.

27 ///

28 ///

1 **RESPONSE TO AMENDED REQUEST NO. 4:**

2 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
3 Belkin further objects to this Request on the grounds that the defined term “CHARGING
4 STATEMENTS” is vague and ambiguous to extent that definition incorporates the clause “how the
5 POWER BANK charge can affect the portable electronic device’s charge.” Belkin also objects to the
6 extent it purports to require the production of documents that support the “Charging Statements” that are
7 not in the possession, custody, or control of Belkin.

8 Subject to these objections, Belkin will produce any such documents with respect to F7U020 that
9 are in its possession, custody, or control.

10 **AMENDED REQUEST NO. 5:**

11 All tests performed that measure the OUTPUT ENERGY of any POWER BANK.

12 **RESPONSE TO AMENDED REQUEST NO. 5:**

13 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
14 Belkin further objects to this Request on the grounds that the defined term “OUTPUT ENERGY” is
15 vague and ambiguous to extent that definition uses the phrase “that a portable electronic device can
16 withdraw from a fully charged POWER BANK.” Belkin also objects to the extent it purports to require
17 the production of test results that are not in the possession, custody, or control of Belkin.

18 Subject to these objections, Belkin will produce reports of tests performed by Belkin with respect
19 to F7U020 that are in its possession, custody, or control.

20 **AMENDED REQUEST NO. 6:**

21 All DOCUMENTS concerning tests performed that measure the OUTPUT ENERGY of any
22 POWER BANK.

23 **RESPONSE TO AMENDED REQUEST NO. 6:**

24 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
25 Belkin further objects to this Request on the grounds that the defined term “OUTPUT ENERGY” is
26 vague and ambiguous to extent that definition uses the phrase “that a portable electronic device can
27 withdraw from a fully charged POWER BANK.” Belkin also objects to the extent it purports to require
28 the production of documents that are not in the possession, custody, or control of Belkin.

1 Subject to these objections, Belkin will produce any such documents with respect to F7U020 that
2 are in its possession, custody, or control.

3 **AMENDED REQUEST NO. 7:**

4 All DOCUMENTS showing that Belkin relied on any industry standards, trade association
5 recommendations, competitors' trade practices, or similar factors outside of Belkin, when Belkin
6 determined to publish a POWER BANK's STATED CAPACITY, rather than its OUTPUT ENERGY,
7 on websites, product packaging, labels and in advertisements (television, print and online).

8 **RESPONSE TO AMENDED REQUEST NO. 7:**

9 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
10 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
11 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
12 product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a
13 statement of the product's physical properties. Belkin further objects to the Request on the grounds that
14 it assumes there are "industry standards" on these issues and that Belkin had an obligation to publish
15 information on the amount of energy that F7U020 could deliver to a particular portable electronic
16 device. Belkin also objects to the Request to the extent it seeks documents that are privileged from
17 discovery by the attorney-client privilege or attorney work product doctrine. Subject to those objections,
18 because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described
19 with any specificity in the abstract, the general industry practice of which Belkin is aware is to identify
20 the size of a powers bank by the amount of energy that can be stored in the power bank's lithium
21 polymer battery cells. That is a figure that remains constant notwithstanding the multiple variables that
22 impact the OUTPUT ENERGY. In addition, the International Air Transport Association ("IATA")
23 publishes guidelines on the labeling of, among other things, power banks using lithium battery cells.
24 Other than the IATA guidelines, which are equally available to Plaintiff on the IATA website, Belkin is
25 not presently aware of any non-privileged documents in its possession, custody, or control that are
26 responsive to this Request.

27 **AMENDED REQUEST NO. 8:**

28 All DOCUMENTS showing that Belkin relied on any industry standards, trade association

1 recommendations, competitors' trade practices, or similar factors outside of Belkin, when Belkin
 2 determined to publish a POWER BANK's STATED CAPACITY, rather than its OUTPUT ENERGY,
 3 on product packaging and labels.

4 **RESPONSE TO AMENDED REQUEST NO. 8:**

5 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
 6 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
 7 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
 8 product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a
 9 statement of the product's physical properties. Belkin further objects to the Request on the grounds that
 10 it assumes there are "industry standards" on these issues and that Belkin had an obligation to publish
 11 information on the amount of energy that F7U020 could deliver to a particular portable electronic
 12 device. Belkin also objects to the Request to the extent it seeks documents that are privileged from
 13 discovery by the attorney-client privilege or attorney work product doctrine. Subject to those
 14 objections, because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or
 15 described with any specificity in the abstract, the general industry practice of which Belkin is aware is to
 16 identify the size of a powers bank by the amount of energy that can be stored in the power bank's
 17 lithium polymer battery cells. That is a figure that remains constant notwithstanding the multiple
 18 variables that impact the OUTPUT ENERGY. In addition, the International Air Transport Association
 19 ("IATA") publishes guidelines on the labeling of, among other things, power banks using lithium battery
 20 cells. Other than the IATA guidelines, which are equally available to Plaintiff on the IATA website,
 21 Belkin is not presently aware of any non-privileged documents in its possession, custody, or control that
 22 are responsive to this Request.

23 **AMENDED REQUEST NO. 9:**

24 All DOCUMENTS showing that Belkin relied on any industry standards, trade association
 25 recommendations, competitors' trade practices, or similar factors outside of Belkin, when Belkin
 26 determined to publish a POWER BANK's STATED CAPACITY, rather than its OUTPUT ENERGY,
 27 in advertisements (television, print and online).

28 / / /

RESPONSE TO AMENDED REQUEST NO. 9:

Belkin incorporates by this reference the objections set forth in its Response to Request No. 2. In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague, ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a statement of the product's physical properties. Belkin further objects to the Interrogatory on the grounds that it assumes there are "industry standards" on these issues and that Belkin had an obligation to publish information on the amount of energy that F7U020 could deliver to a particular portable electronic device. Belkin also objects to the Request to the extent it seeks documents that are privileged from discovery by the attorney-client privilege or attorney work product doctrine. Subject to those objections, because the OUTPUT ENERGY of a power bank such as the F7U020 cannot be known or described with any specificity in the abstract, the general industry practice of which Belkin is aware is to identify the size of a power bank by the amount of energy that can be stored in the power bank's lithium polymer battery cells. That is a figure that remains constant notwithstanding the multiple variables that impact the OUTPUT ENERGY. In addition, the International Air Transport Association ("IATA") publishes guidelines on the labeling of, among other things, power banks using lithium battery cells. Other than the IATA guidelines, which are equally available to Plaintiff on the IATA website, Belkin is not presently aware of any non-privileged documents in its possession, custody, or control that are responsive to this Request.

AMENDED REQUEST NO. 10:

All technical standards (e.g., IEEE, ANSI, or other) that Belkin relied on when making the decision to place the STATED CAPACITY rather than the OUTPUT ENERGY on websites.

RESPONSE TO AMENDED REQUEST NO. 10:

Belkin incorporates by this reference the objections set forth in its Response to Request No. 2. In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague, ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a statement of the product's physical properties. Belkin further objects to the Interrogatory on the grounds

1 that it assumes there are “technical standards” on these issues and that Belkin had an obligation to
2 publish information on the amount of energy that F7U020 could deliver to a particular portable
3 electronic device.

4 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
5 possession, custody, or control that are responsive to this Request.

6 **AMENDED REQUEST NO. 11:**

7 All technical standards (e.g., IEEE, ANSI, or other) that Belkin relied on when making the
8 decision to place the STATED CAPACITY rather than the OUTPUT ENERGY on packaging and
9 labels.

10 **RESPONSE TO AMENDED REQUEST NO. 11:**

11 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
12 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
13 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
14 product’s “mAh” (milliampere hours) as a “representation” of a “measure” of capacity as opposed to a
15 statement of the product’s physical properties. Belkin further objects to the Interrogatory on the grounds
16 that it assumes there are “technical standards” on these issues and that Belkin had an obligation to
17 publish information on the amount of energy that F7U020 could deliver to a particular portable
18 electronic device.

19 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
20 possession, custody, or control that are responsive to this Request.

21 **AMENDED REQUEST NO. 12:**

22 All technical standards (e.g., IEEE, ANSI, or other) that Belkin relied on when making the
23 decision to place the STATED CAPACITY rather than the OUTPUT ENERGY in advertisements
24 (television, print and online).

25 **RESPONSE TO AMENDED REQUEST NO. 12:**

26 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
27 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
28 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a

1 product's "mAh" (milliamperere hours) as a "representation" of a "measure" of capacity as opposed to a
2 statement of the product's physical properties. Belkin further objects to the Request on the grounds that
3 it assumes there are "technical standards" on these issues and that Belkin had an obligation to publish
4 information on the amount of energy that F7U020 could deliver to a particular portable electronic
5 device.

6 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
7 possession, custody, or control that are responsive to this Request.

8 **AMENDED REQUEST NO. 13:**

9 All technical standards (e.g., IEEE, ANSI, or other) that Belkin relied on when making the
10 decision to place the CHARGING STATEMENTS on websites.

11 **RESPONSE TO AMENDED REQUEST NO. 13:**

12 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
13 Belkin further objects to this Request on the grounds that the defined term "CHARGING
14 STATEMENTS" is vague and ambiguous to extent that definition incorporates the clause "how the
15 POWER BANK charge can affect the portable electronic device's charge."

16 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
17 possession, custody, or control that are responsive to this Request.

18 **AMENDED REQUEST NO. 14:**

19 All technical standards (e.g., IEEE, ANSI, or other) that Belkin relied on when making the
20 decision to place the CHARGING STATEMENTS on packaging and labels.

21 **RESPONSE TO AMENDED REQUEST NO. 14:**

22 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
23 Belkin further objects to this Request on the grounds that the defined term "CHARGING
24 STATEMENTS" is vague and ambiguous to extent that definition incorporates the clause "how the
25 POWER BANK charge can affect the portable electronic device's charge."

26 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
27 possession, custody, or control that are responsive to this Request.

28 / / /

1 **AMENDED REQUEST NO. 15:**

2 All technical standards (e.g., IEEE, ANSI, or other) that Belkin relied on when making the
3 decision to place the CHARGING STATEMENTS in advertisements (television, print and online).

4 **RESPONSE TO AMENDED REQUEST NO. 15:**

5 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
6 Belkin further objects to this Request on the grounds that the defined term “CHARGING
7 STATEMENTS” is vague and ambiguous to extent that definition incorporates the clause “how the
8 POWER BANK charge can affect the portable electronic device’s charge.”

9 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
10 possession, custody, or control that are responsive to this Request.

11 **AMENDED REQUEST NO. 16:**

12 All technical standards (e.g., IEEE, ANSI, or other) which Belkin contends are the basis to
13 communicate to anyone that the proper measure of a POWER BANK’s capacity is the STATED
14 CAPACITY rather than the OUTPUT ENERGY.

15 **RESPONSE TO AMENDED REQUEST NO. 16:**

16 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
17 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
18 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
19 product’s “mAh” (milliamperere hours) as a “representation” of a “measure” of capacity as opposed to a
20 statement of the product’s physical properties. Belkin further objects to the Interrogatory on the grounds
21 that it assumes there are “technical standards” on these issues and that Belkin had an obligation to
22 publish information on the amount of energy that F7U020 could deliver to a particular portable
23 electronic device.

24 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
25 possession, custody, or control that are responsive to this Request.

26 **AMENDED REQUEST NO. 17:**

27 Any DOCUMENT, including an e-mail, where Belkin considers changing its CHARGING
28 STATEMENTS, or the basis for those statements, even if the change was not actually made.

1 **RESPONSE TO AMENDED REQUEST NO. 17:**

2 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
3 Belkin further objects to this Request on the grounds that the defined term “CHARGING
4 STATEMENTS” is vague and ambiguous to extent that definition incorporates the clause “how the
5 POWER BANK charge can affect the portable electronic device’s charge.” Belkin also objects to the
6 Request to the extent it seeks documents that are privileged from discovery by the attorney-client
7 privilege or attorney work product doctrine.

8 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
9 possession, custody, or control that are responsive to this Request.

10 **AMENDED REQUEST NO. 18:**

11 Any DOCUMENT, including an e-mail, where Belkin considers changing its STATED
12 CAPACITY, or the basis for representing that value to consumers, even if the change was not actually
13 made.

14 **RESPONSE TO AMENDED REQUEST NO. 18:**

15 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
16 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
17 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
18 product’s “mAh” (milliamperes hours) as a “representation” of a “measure” of capacity as opposed to a
19 statement of the product’s physical properties. Belkin further objects that the term “value” is vague and
20 ambiguous in the context of this Request. Belkin also objects to the Request to the extent it seeks
21 documents that are privileged from discovery by the attorney-client privilege or attorney work product
22 doctrine.

23 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
24 possession, custody, or control that are responsive to this Request.

25 **AMENDED REQUEST NO. 19:**

26 All marketing DOCUMENTS, including reports from focus groups, consumer surveys, or other
27 market research, concerning the understanding of ordinary consumers about the STATED CAPACITY
28 or CHARGING STATEMENTS.

1 **RESPONSE TO AMENDED REQUEST NO. 19:**

2 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
3 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
4 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
5 product's "mAh" (milliamperes hours) as a "representation" of a "measure" of capacity as opposed to a
6 statement of the product's physical properties. Belkin further objects to this Request on the grounds that
7 the defined term "CHARGING STATEMENTS" is vague and ambiguous to extent that definition
8 incorporates the clause "how the POWER BANK charge can affect the portable electronic device's
9 charge."

10 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
11 possession, custody, or control that are responsive to this Request.

12 **AMENDED REQUEST NO. 20:**

13 All marketing DOCUMENTS, including reports from focus groups, consumer surveys, or other
14 market research, concerning any confusion expressed by any consumer regarding the STATED
15 CAPACITY or CHARGING STATEMENTS.

16 **RESPONSE TO AMENDED REQUEST NO. 20:**

17 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
18 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
19 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
20 product's "mAh" (milliamperes hours) as a "representation" of a "measure" of capacity as opposed to a
21 statement of the product's physical properties. Belkin further objects to this Request on the grounds that
22 the defined term "CHARGING STATEMENTS" is vague and ambiguous to extent that definition
23 incorporates the clause "how the POWER BANK charge can affect the portable electronic device's
24 charge."

25 Subject to these objections, Belkin is not presently aware of any non-privileged documents in its
26 possession, custody, or control that are responsive to this Request.

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1 **AMENDED REQUEST NO. 21:**

2 All marketing documents, including reports from focus groups, consumer surveys, or other
3 market research, concerning the relative value consumers place on OUTPUT ENERGY or STATED
4 CAPACITY compared with other POWER BANK characteristics.

5 **RESPONSE TO AMENDED REQUEST NO. 21:**

6 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
7 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
8 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
9 product's "mAh" (milliamperes hours) as a "representation" of a "measure" of capacity as opposed to a
10 statement of the product's physical properties. Belkin further objects to the Request on the grounds that
11 it is vague and ambiguous to the extent it uses the phrase "the relative value consumers place on
12 OUTPUT ENERGY or STATED CAPACITY compared with other POWER BANK characteristics."

13 Subject to these objections, Belkin will produce the sole non-privileged document in its
14 possession, custody, or control that may be responsive to this Request.

15 **AMENDED REQUEST NO. 22:**

16 All documents concerning a correlation between a manufacturer's ability to charge a higher price
17 for POWER BANKS where the STATED CAPACITY, CHARGING STATEMENTS or OUTPUT
18 ENERGY are higher values.

19 **RESPONSE TO AMENDED REQUEST NO. 22:**

20 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
21 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
22 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
23 product's "mAh" (milliamperes hours) as a "representation" of a "measure" of capacity as opposed to a
24 statement of the product's physical properties. Belkin further objects to this Request on the grounds that
25 the defined term "CHARGING STATEMENTS" is vague and ambiguous to extent that definition
26 incorporates the clause "how the POWER BANK charge can affect the portable electronic device's
27 charge."

28 / / /

1 Subject to these objections, Belkin is not aware of any documents that may be responsive to this
2 Request in its possession, custody, or control.

3 **AMENDED REQUEST NO. 23:**

4 An exemplar of all marketing materials, including on websites, packaging, labels and in
5 advertisements (television, print and online), for each POWER BANK, that includes the STATED
6 CAPACITY or CHARGING STATEMENTS. If changes were made to the marketing materials during
7 the marketing life of a POWER BANK, provide each version of the marketing materials.

8 **RESPONSE TO AMENDED REQUEST NO. 23:**

9 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.

10 Subject to these objections, Belkin will provide such material for F7U020 in its possession,
11 custody, or control.

12 **AMENDED REQUEST NO. 24:**

13 A copy of the packaging for each POWER BANK. If the packaging changed during the
14 marketing life of a POWER BANK, provide each version of the DOCUMENT.

15 **RESPONSE TO AMENDED REQUEST NO. 24:**

16 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.

17 Subject to these objections, Belkin will provide such material for F7U020 in its possession,
18 custody, or control.

19 **AMENDED REQUEST NO. 25:**

20 A copy of the manual or spec sheet shipped inside the packaging of each POWER BANK. If the
21 manual or spec sheet changed during the marketing life of a POWER BANK, provide each version of
22 the DOCUMENT.

23 **RESPONSE TO AMENDED REQUEST NO. 25:**

24 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.

25 Subject to these objections, Belkin will provide such material for F7U020 in its possession,
26 custody, or control.

27 **AMENDED REQUEST NO. 26:**

28 A clear photo or DOCUMENT showing what is printed on each POWER BANK.

1 **RESPONSE TO AMENDED REQUEST NO. 26:**

2 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.

3 Subject to these objections, Belkin will provide such material for F7U020 in its possession,
4 custody, or control.

5 **AMENDED REQUEST NO. 27:**

6 All complaints you have received from anyone regarding any POWER BANK's STATED
7 CAPACITY, CHARGING STATEMENTS or OUTPUT ENERGY.

8 **RESPONSE TO AMENDED REQUEST NO. 27:**

9 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
10 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
11 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
12 product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a
13 statement of the product's physical properties. Belkin further objects to this Request on the grounds that
14 the defined term "CHARGING STATEMENTS" is vague and ambiguous to extent that definition
15 incorporates the clause "how the POWER BANK charge can affect the portable electronic device's
16 charge."

17 Subject to these objections, and other than the correspondence relating to Plaintiff which is
18 already in Plaintiff's possession, Belkin will provide such material, if any, for F7U020 in its possession,
19 custody, or control.

20 **AMENDED REQUEST NO. 28:**

21 All DOCUMENTS that describe or reflect Belkin's response to each of the complaints in the
22 previous DOCUMENT request. Include both internal COMMUNICATIONS and memos within Belkin
23 as well as any response communicated back to the complainant externally.

24 **RESPONSE TO AMENDED REQUEST NO. 28:**

25 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
26 In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague,
27 ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a
28 product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a

statement of the product's physical properties. Belkin further objects to this Request on the grounds that the defined term "CHARGING STATEMENTS" is vague and ambiguous to extent that definition incorporates the clause "how the POWER BANK charge can affect the portable electronic device's charge." Belkin also objects to the Request to the extent it seeks documents that are privileged from discovery by the attorney-client privilege or attorney work product doctrine.

Subject to these objections, and other than the correspondence relating to Plaintiff which is already in Plaintiff's possession, Belkin will provide such material, if any, for F7U020 in its possession, custody, or control.

AMENDED REQUEST NO. 29:

All DOCUMENTS reflecting an inquiry from a government entity (e.g., Federal Trade Commission, state attorney general) regarding any POWER BANK's STATED CAPACITY.

RESPONSE TO AMENDED REQUEST NO. 29:

Belkin incorporates by this reference the objections set forth in its Response to Request No. 2. In addition, Belkin objects to the definition of STATED CAPACITY on the grounds that it is vague, ambiguous, and argumentative by defining that phrase to suggest that Belkin uses its description of a product's "mAh" (milliampere hours) as a "representation" of a "measure" of capacity as opposed to a statement of the product's physical properties. Belkin further objects to this Request on the grounds that the defined term "CHARGING STATEMENTS" is vague and ambiguous to extent that definition incorporates the clause "how the POWER BANK charge can affect the portable electronic device's charge." Belkin also objects to the Request to the extent it seeks documents that are privileged from discovery by the attorney-client privilege or attorney work product doctrine.

Subject to these objections, Belkin will provide such non-privileged material, if any, for F7U020 in its possession, custody, or control.

AMENDED REQUEST NO. 30:

All DOCUMENTS reflecting an inquiry from a government entity (e.g., Federal Trade Commission, state attorney general) regarding any CHARGING STATEMENTS.

RESPONSE TO AMENDED REQUEST NO. 30:

Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.

1 Belkin further objects to this Request on the grounds that the defined term “CHARGING
2 STATEMENTS” is vague and ambiguous to extent that definition incorporates the clause “how the
3 POWER BANK charge can affect the portable electronic device’s charge.” Belkin also objects to the
4 Request to the extent it seeks documents that are privileged from discovery by the attorney-client
5 privilege or attorney work product doctrine.

6 Subject to these objections, Belkin will provide such non-privileged material, if any, for F7U020
7 in its possession, custody, or control.

8 **AMENDED REQUEST NO. 31:**

9 All DOCUMENTS reflecting an inquiry from a government entity (e.g., Federal Trade
10 Commission, state attorney general) regarding any OUTPUT ENERGY.

11 **RESPONSE TO AMENDED REQUEST NO. 31:**

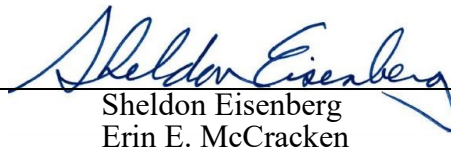
12 Belkin incorporates by this reference the objections set forth in its Response to Request No. 2.
13 Belkin also objects to the Request to the extent it seeks documents that are privileged from discovery by
14 the attorney-client privilege or attorney work product doctrine.

15 Subject to these objections, Belkin will provide such non-privileged material, if any, for F7U020
16 in its possession, custody, or control.

17
18
19 Date: January 27, 2021

Respectfully submitted,
SULLIVAN & TRIGGS, LLP

20
21 By: _____


Sheldon Eisenberg
Erin E. McCracken

22
23 Attorneys for Defendant
24 BELKIN INTERNATIONAL, INC.
25
26
27
28

VERIFICATION

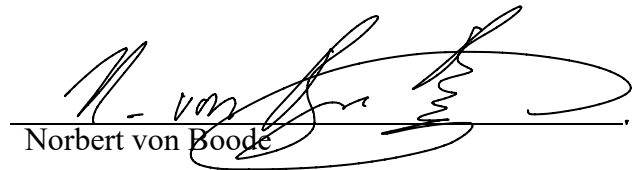
I, Norbert von Boode, declare:

I have read the foregoing **DEFENDANT BELKIN INTERNATIONAL, INC.'S RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** and know its contents. I am informed and believe that the matters therein stated are true and, on that ground, allege that the matters stated therein are true.

I am the Senior Product Manager for Belkin International, Inc. party to this action. I am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 27, 2021, at Los Angeles, California.


Norbert von Boode

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Sullivan & Triggs LLP, 1230 Montana Avenue, Suite 201, Santa Monica, California 90403.

On **January 27, 2021**, I served the foregoing document described as: **DEFENDANT BELKIN INTERNATIONAL, INC.'S RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** on the interested parties in this action as follows:

 X **By ELECTRONIC SERVICE** (I electronically served a true and correct copy of the foregoing document using the CASE ANYWHERE System which will send notification of such submission to counsel of record indicated on the attached service list.)

 By PERSONAL SERVICE

 by personally delivering such envelope to the addressee.

 by causing such envelope to be delivered by messenger to the office of the addressee.

 By UNITED STATES MAIL (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

 By OVERNIGHT DELIVERY (by causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

 X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **January 27, 2021**, at Santa Monica, California.

 Shella Anderson
Name

 Shella Anderson
Signature

Service List

Nathan M. Smith (Ca. Bar No. 255212)
 Nona Yegazarian (Ca. Bar No. 316458)
BROWN NERI SMITH & KHAN LLP
 11601 Wilshire Boulevard, Suite 2080
 Los Angeles, California 90025
 Phone: 310-593-9890
 Fax: 310-593-9980
 Email: nate@bnsklaw.com
 Email: nona@bnsklaw.com

D. Greg Blankinship
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP
 445 Hamilton Ave, Suite 605
 White Plains, NY 10601
 Phone: 914-298-3290
 Email: gblankinship@fbfglaw.com

William F. Cash
 Matthew D. Schultz
 Brenton J. Goodman
LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY &
PROCTOR, P.A.
 316 South Baylen Street, Suite 600
 Pensacola, FL 32502
 Phone: 850-435-7059
 Fax: 850-435-7020
 Email: bcash@levinlaw.com
 Email: mschultz@levinlaw.com
 Email: bgoodman@levinlaw.com

Attorneys for Plaintiff Lenore Miley

SHELDON EISENBERG (SBN 100626)
seisenberg@sullivantriggs.com
GILLIAN KUHLMANN (SBN 316241)
gkuhlmann@sullivantriggs.com
NAIRI SHIRINIAN (SBN 335909)
nshirinian@sullivantriggs.com
Sullivan & Triggs, LLP
1230 Montana Avenue, Suite 201
Santa Monica, California 90403
Telephone: (310) 451-8300
Facsimile: (310) 451-8303

Attorneys for Defendant
BELKIN INTERNATIONAL, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LENORE MILEY, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

BELKIN INTERNATIONAL, INC.,

Defendant.

Case No.: 20STCV00033

**DEFENDANT BELKIN INTERNATIONAL,
INC.'S AMENDED RESPONSE TO
PLAINTIFF'S AMENDED FIRST SET OF
INTERROGATORIES**

Judge: Hon. Carolyn B. Kuhl
Dept.: 12

Complaint Filed: January 2, 2020

Propounding Party: Lenore Miley

Responding Party: Belkin International, Inc.

Set No.: One -- Amended

Pursuant to California Code of Civil Procedure § 2030.210 and California Rules of Court, Rule 3.1000, Belkin International, Inc. ("Defendant") hereby amends its responses to Plaintiff's Amended First Set of Interrogatories.

PREFATORY STATEMENT

These responses, while based on the diligent search and efforts by Defendant and its counsel, reflect only the current state of Defendant's knowledge, understanding, and belief relating to the matters

about which inquiry has been made. Discovery and investigation are continuing. Defendant has not yet completed his investigation of the facts relating to this action and may discover facts, information, evidence, documents, and things that are not set forth in these responses but which may be responsive. Accordingly, these responses are neither intended as, nor should in any way be deemed, an admission or representation that further information or documents do not exist. Defendant anticipates that as this action proceeds, further information or documents may be discovered and, without in any way obligating itself to do so, Defendant reserves the right to modify or supplement these responses, or to produce documents based on subsequently discovered matters.

AMENDED RESPONSES TO AMENDED SPECIAL INTERROGATORIES

AMENDED SPECIAL INTERROGATORY NO. 7:

Did Belkin rely on any industry standards, industry trade association recommendations, competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish the CHARGING STATEMENTS on websites? If so, state the name of the outside factor, the name of the Belkin PERSON relying on it, and the date of the reliance.

RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 7:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the information published by Apple on the battery capacity of its iPhone 7. As stated above, published statements on the characteristics of Belkin products are approved by Belkin's Global Product Management department. The head of Global Product Management at the time published statements for F7U020 would have been approved was Fred Gransee. That date is unknown.

AMENDED RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 7:

Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the iPhone 7

1 phone specifications widely published by third-party sources after the iPhone 7 was announced. As
 2 stated above, published statements on the characteristics of Belkin products are approved by Belkin's
 3 Global Product Management department. The head of Global Product Management at the time
 4 published statements for F7U020 would have been approved was Fred Gransee. That date is unknown.

5 **AMENDED SPECIAL INTERROGATORY NO. 8:**

6 Did Belkin rely on any industry standards, industry trade association recommendations,
 7 competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish the
 8 CHARGING STATEMENTS on packaging and labels? If so, state the name of the outside factor, the
 9 name of the Belkin PERSON relying on it, and the date of the reliance.

10 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 8:**

11 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
 12 those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar
 13 factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020
 14 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the
 15 information published by Apple on the battery capacity of its iPhone 7. As stated above, published
 16 statements on the characteristics of Belkin products are approved by Belkin's Global Product
 17 Management department. The head of Global Product Management at the time published statements for
 18 F7U020 would have been approved was Fred Gransee. That date is unknown.

19 **AMENDED RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 8:**

20 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
 21 those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar
 22 factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020
 23 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the iPhone 7
 24 phone specifications widely published by third-party sources after the iPhone 7 was announced. As
 25 stated above, published statements on the characteristics of Belkin products are approved by Belkin's
 26 Global Product Management department. The head of Global Product Management at the time
 27 published statements for F7U020 would have been approved was Fred Gransee. That date is unknown.

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1 **AMENDED SPECIAL INTERROGATORY NO. 9:**

2 Did Belkin rely on any industry standards, industry trade association recommendations,
3 competitors' trade practices, or similar factors outside of Belkin, when Belkin determined to publish the
4 CHARGING STATEMENTS in advertisements (television, print and online)? If so, state the name of
5 the outside factor, the name of the Belkin PERSON relying on it, and the date of the reliance.

6 **RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 9:**

7 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
8 those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar
9 factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020
10 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" for F7U020 was based in part on
11 the information published by Apple on the battery capacity of its iPhone 7. As stated above, published
12 statements on the characteristics of Belkin products are approved by Belkin's Global Product
13 Management department. The head of Global Product Management at the time published statements for
14 F7U020 would have been approved was Fred Gransee. That date is unknown.

15 **AMENDED RESPONSE TO AMENDED SPECIAL INTERROGATORY NO. 9:**

16 Belkin incorporates herein the objections stated in Response to Interrogatory No. 1. Subject to
17 those objections and its further objection that the phrases "CHARGING STATEMENTS" and "similar
18 factors outside of Belkin" are vague and ambiguous, Belkin responds that its statement that F7U020
19 "Charges iPhone 7 (running IOS 10) up to 3 times on a single charge" was based in part on the iPhone 7
20 phone specifications widely published by third-party sources after the iPhone 7 was announced. As
21 stated above, published statements on the characteristics of Belkin products are approved by Belkin's
22 Global Product Management department. The head of Global Product Management at the time
23 published statements for F7U020 would have been approved was Fred Gransee. That date is unknown.

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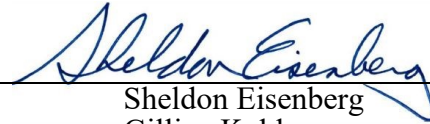
25 ///

26 ///

1 Date: May 24, 2021

2 Respectfully submitted,
3 SULLIVAN & TRIGGS, LLP

4 By: _____



5 Sheldon Eisenberg
6 Gillian Kuhlmann
7 Nairi Shirinian

8 Attorneys for Defendant
9 BELKIN INTERNATIONAL, INC.
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VERIFICATION

I, Norbert von Boode, declare:

I have read the foregoing **DEFENDANT BELKIN INTERNATIONAL, INC.'S AMENDED RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF INTERROGATORIES** and know its contents. I am informed and believe that the matters therein stated are true and, on that ground, allege that the matters stated therein are true.

I am the Senior Product Manager for Belkin International, Inc. party to this action. I am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 24, 2021, at Los Angeles, California.


Norbert von Boode

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Sullivan & Triggs LLP, 1230 Montana Avenue, Suite 201, Santa Monica, California 90403.

On **May 24, 2021**, I served the foregoing document described as: **DEFENDANT BELKIN INTERNATIONAL, INC.'S AMENDED RESPONSE TO PLAINTIFF'S AMENDED FIRST SET OF INTERROGATORIES** on the interested parties in this action as follows:

 X **By ELECTRONIC SERVICE** (I electronically served a true and correct copy of the foregoing document using the CASE ANYWHERE System which will send notification of such submission to counsel of record indicated on the attached service list.)

 By PERSONAL SERVICE

 by personally delivering such envelope to the addressee.

 by causing such envelope to be delivered by messenger to the office of the addressee.

 By UNITED STATES MAIL (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

 By OVERNIGHT DELIVERY (by causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

 X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **May 24, 2021**, at Santa Monica, California.

Sheila Anderson

Name

Sheila Anderson

Signature

Service List

<p>Nathan M. Smith (Ca. Bar No. 255212) Nona Yegazarian (Ca. Bar No. 316458) BROWN NERI SMITH & KHAN LLP 11601 Wilshire Boulevard, Suite 2080 Los Angeles, California 90025 Phone: 310-593-9890 Fax: 310-593-9980 Email: nate@bnsklaw.com Email: nona@bnsklaw.com</p> <p>D. Greg Blankinship FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP 445 Hamilton Ave, Suite 605 White Plains, NY 10601 Phone: 914-298-3290 Email: gblankinship@fbfglaw.com</p> <p>William F. Cash Matthew D. Schultz Brenton J. Goodman LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, P.A. 316 South Baylen Street, Suite 600 Pensacola, FL 32502 Phone: 850-435-7059 Fax: 850-435-7020 Email: bcash@levinlaw.com Email: mschultz@levinlaw.com Email: bgoodman@levinlaw.com</p>	<p>Attorneys for Plaintiff Lenore Miley</p>
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